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October 8, 2019

**Via Federal Express**  
**and Facsimile: (518) 285-4315**

Hon. George R. Bartlett, III  
Schoharie County Court  
290 Main Street  
Schoharie, New York 12157



**Re: People v. Nauman Hussain**  
**Indictment No. 2019-33**

Your Honor:

The defense respectfully submits this letter, on behalf of defendant Nauman Hussain, to notify the Court of an urgent matter that requires its attention, for reasons relating to the case and the safety of the general public. By letter dated October 7, 2019, a copy of which is annexed hereto, the People provided information to us of "a billing practice at Mavis in which certain services were submitted on invoices for the ones actually performed, in order for the store to meet sales quotas established by the corporate office."

Significantly, Mavis is the company that performed work on the 2001 Excursion limousine involved in the accident which is at the center of this case. And, even more significantly, according to the People's October 7<sup>th</sup> letter, such work on the limousine for which Mavis fraudulently submitted invoices – but which it actually failed to perform – includes that relating to the limousine's brakes. Specifically, as detailed in the People's October 7<sup>th</sup> letter, Mavis dishonestly purported to:

- (1) install in the limousine a "brake master cylinder" (which is a control device that converts force from a driver's foot into hydraulic pressure to slow or stop a vehicle);

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- (2) perform a "brake flush" (which is the process of removing the brake fluid from a vehicle's brake system and replacing it with new and clean brake fluid, so as to remove air, moisture, sludge and other contaminants that impair braking ability); and
- (3) perform other unspecified brake labor.

Despite billing for the preceding services, Mavis never performed them. Stated otherwise, Mavis's fraudulent conduct – not anything undertaken by defendant Nauman Hussain – was *the* true legal cause of the accident. As a reminder, and as set forth in the defense's motion to dismiss dated September 4, 2019, the accident, according to the People, was the product of "catastrophic brake failure" – *i.e.*, meaning a failure of the very braking system which Mavis fraudulently claimed to have serviced.

In short, this new information provided by the People further exonerates Mr. Hussain. Yet, the People, in their October 7<sup>th</sup> letter, equivocally state that it "may or may not" qualify as *Brady* material. In light of the People's shocking inability to definitively characterize such material as favorable to the accused, we are concerned about their capability of identifying other such material, in order to discharge their obligations under the Constitution. Accordingly, we look to the Court for assistance in this regard so as to fashion any remedy it deems appropriate.

In addition, while the defense's motion for dismissal based on Grand Jury insufficiency is pending, we highlight this new information to further demonstrate, by contrast, just how deficient the proof against Mr. Hussain is with respect to the critical elements of causation and foreseeability. Unlike Mavis – which consciously failed to perform services on the limousine's brake system, and which deceptively concealed that omission through false invoices – no such evidence exists as to Mr. Hussain. Consequently, for reasons fully stated in our September 4<sup>th</sup> motion, the defense respectfully maintains that the Indictment must be dismissed in its entirety.

Lastly, but also of critical concern, this new information provided by the People – regarding Mavis fraudulently billing customers for automotive services it did not perform – reveals a potential ongoing jeopardy to the public at large. In the event other customers are presently operating vehicles, under the sham disillusion that their brakes or other mechanical devices were properly serviced by Mavis, it is incumbent that they be alerted otherwise as soon as possible, so as to avoid any further and needless tragedies from occurring. We similarly look to the Court, as well as to the People, for assistance in how best to address this public safety concern.

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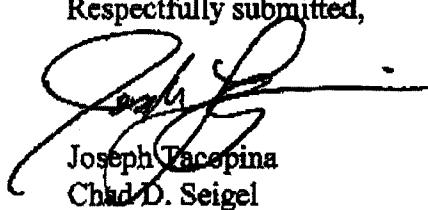
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Your attention to this matter is greatly appreciated.

Respectfully submitted,

A handwritten signature consisting of two parts. The first part is a stylized signature of "Joseph Tacopina". The second part is a stylized signature of "Chad D. Seigel" positioned below the first.

Joseph Tacopina  
Chad D. Seigel

cc: Susan J. Mallery, Esq.

District Attorney

Via Federal Express and Facsimile: (518) 295-2273

Lee C. Kindlon, Esq.

Via Federal Express and Facsimile: (518) 935-9336

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Assistant District Attorney**

October 7, 2019

Via Email and Mail  
Lee C. Kindlon, Esq.  
The Kindlon Law Firm, PLLC  
52 James Street  
Albany, New York 12207

RE: People v. Nauman Hussain

Dear Mr. Kindlon:

In an excess of caution, the People are providing the following information, which may or may not be deemed material subject to disclosure pursuant to People v. Brady and/or Giglio v. United States.

On September 17, 2019, the People interviewed Virgil Parks. The following is a summary of some of the statements Mr. Parks made. Mr. Parks discussed the work that was performed on the 2001 Excursion limousine (the "limousine") referenced on the May 11, 2018 invoice. In preparation for this work, Mr. Parks informed us that he purchased a Wearever brake master cylinder, bearing part number MCA390530, from Advance Auto Parts on May 4, 2018. Although the invoice from May 11, 2018 indicates that this part was installed, Mr. Parks informed us that an employee, Chikezie Okoro, told him that the part was not installed. Instead, this part was returned to Advance Auto Parts on May 12, 2018. Mr. Parks stated that he learned this information from Mr. Okoro shortly before Mr. Parks was terminated by Mavis in February 2019.

In addition, Mr. Parks told us that he did not perform the DMV inspection of the limousine, but gave Mr. Klingman the NYS DMV inspector certification card he needed for the inspection.

During the interview, Mr. Parks also informed us of a billing practice at Mavis in which certain services were substituted on invoices for the ones actually performed, in order for the store to meet sales quotas established by the corporate office. In essence, this practice

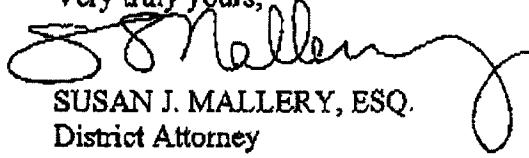
would result in inaccurate information on invoices. Mr. Parks identified the following specific examples that relate to the limousine.

1. Mavis invoice # 755988/ Order #171371, dated January 25, 2018, indicate that a power steering flush service was performed at a cost of \$79.99. Mr. Parks stated that in reality, this service was not performed. Instead, it was substituted for labor costs in the same amount, associated with the exhaust repairs on the invoice in order to meet sales quotas.
2. Mavis invoice # 760285/ Order # 177859, dated 6/25/18 and 6/8/18 indicate that brake labor and a power steering flush was performed on the limousine. Mr. Parks informed us that brake service was not performed. Instead, work associated with the power steering system was performed. Again, the items listed on the invoice were substituted to meet sales quotas.

Mr. Parks also stated that while the May 11, 2018 invoice states that a "brake flush" was performed, in fact, the brakes were just bled.

Lastly, Mr. Parks informed us that the limousine was occasionally listed on paperwork as a 2002 Excursion as well as an F350.

Very truly yours,



SUSAN J. MALLORY, ESQ.  
District Attorney  
SJM/lq